

Sean J. McLaughlin, d.b.a. U.S. District Judge  
U.S. District Court, Western District of Pennsylvania  
U.S. Courthouse  
Erie, Pennsylvania

To: Sean J. McLaughlin d.b.a. U.S. District Judge

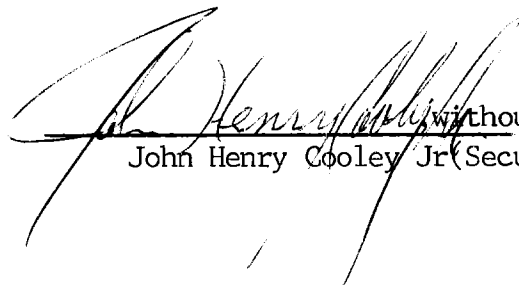
Re: Presentment (Indictment) Criminal No. 02-<sup>40</sup>~~94~~-Erie

The enclosed presentment is accepted for value and consideration. This property is exempt from levy. Please adjust the account accordingly and release the bond to the undersigned promptly.

Thank you,

This Notice Hereof , sent by Certified Mail No. 7004 2510 0003 0399 2287  
to the U.S. District Court For Filing

Date:

  
\_\_\_\_\_  
John Henry Cooley Jr (Secured Party)

cc: Files, Mr. Christian A. Trabold d.b.a. Assistant U.S. Attorney

AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT

One living, sentient, free will, natural man, known as \_\_\_\_\_  
John Henry Cooley Jr (hereinafter "One") acting with  
rights granted by God, and upheld by all valid and just law, now de-  
clares and attests that the following facts are true, correct, and  
complete to the best of One's knowledge, and in accord with One's  
deeply held spiritual convictions, and creed re God Almighty.

One issues this Affidavit of Specific Negative Averment (here-  
inafter "Affidavit") on the basis that each and every party acting  
against One, in any manner, purports to be acting in an official  
capacity.

This Affidavit constitutes an "Affidavit of Specific Negative  
Averment" in accordance with Federal Rules of Civil Procedure, Rule  
9(a), re the differentiation between the legal person of \_\_\_\_\_  
JOHN HENRY COOLEY JR, a limited liability corporate,  
transmitting utility, legal entity (DEBTOR) and the living indivi-  
dual, natural, sentient, unlimited liability, flesh, bone, and blood  
being of One, i.e. John Henry Cooley Jr (Secured Party).  
Whereby One declares and Attests Absolutely that:

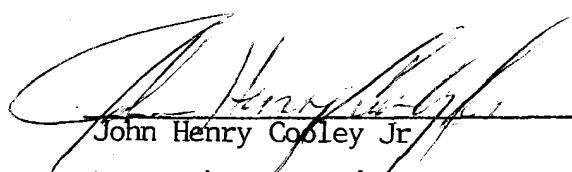
- [1.] One's true name IS John Henry Cooley Jr,  
and NOT JOHN HENRY COOLEY JR.
- [2.] One's standing in law is that of a Sovereign, and is  
located on the soil of the land commonly referenced  
as Erie , Pennsylvania.

[3.] The person of JONH HENRY COOLEY JR,  
DEBTOR, is Not the same as the Sovereign (Secured  
Party) John Henry Cooley Jr.

The undersigned Affiant, John Henry Cooley Jr i.e.  
One, does herewith declare and attest on One's unlimited liability,  
that One issues this Affidavit with sincere intent; that One is com-  
petent to state the matters set forth herein; that the contents are  
true, correct, and complete in accordance with One's knowledge and  
understanding and sincerely held spiritual convictions and creed.  
Further, Affiant says not.

Dated this 24th day of the Ninth month, of the year,  
Two Thousand and Five, C.E.

Respectfully submitted,

  
John Henry Cooley Jr  
Sovereign American  
Secured Party

COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF HEALTH VITAL RECORDS			
Certification of Birth			
DATE OF BIRTH	11-18-1956	FILE NO.	2148270-1956
COUNTY OF BIRTH	ERIE	DATE FILED	12-03-1956
NAME	JOHN HENRY COF	DATE ISSUED	07-20-
SEX	MALE		

ISSUED FREE ON MILITARY STATUS

Accepted for value, certified and sworn on the liability true, correct and complete, with all related endorsements front and back, in accordance with Uniform Commercial Code § 3-419 and House Joint Resolution 192 of June 5, 1933; pre-paid; exempt from levy.

*Calvin B. Johnson*  
Calvin B. Johnson, M.D., M.P.H.  
Secretary of Health  
HI 05.105 Rev. 02/4

This is to certify that this is a true copy of the r. in accordance with Act 66, P.L. 304, approved by

WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY

CPA

PHOTOGRAPH

12962873

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH VITAL RECORDS			
Certification of Birth			
DATE OF BIRTH	11-18-1956	ISSUED FREE ON MILITARY STATUS	FILE NO. 2148270-1956
COUNTRY OF BIRTH	ERIE	DATE FILED	12-03-1956
		DATE ISSUED	07-20-2005
NAME	JOHN HENRY COOLEY JR		
SEX	MALE		
<p>This is to certify that this is a true copy of the record which is on file in the Pennsylvania Department of Health, in accordance with Act 66, P.L. 304, approved by the General Assembly, June 29, 1953.</p> <p><i>Calvin B. Johnson</i> Calvin B. Johnson, M.D., M.P.H. Secretary of Health</p> <p><i>Charles Hardestler</i> Charles Hardestler State Registrar</p> <p>H106-105 Rev. 02/04</p>			
<p>WARNING: IT IS ILLEGAL TO DUPLICATE THIS COPY BY PHOTOSTAT OR PHOTOGRAPH.</p> <p>CPA</p>			



12962873

**HOLD HARMLESS AND INDEMNITY AGREEMENT** No. JHC-111876-HHIA  
**Non-Negotiable-Private Between the Parties**

**PARTIES**

<b>Debtor:</b> COOLEY, JOHN HENRY, JR      trade name(*) P.O. 145 Erie, PA 16512 (*) JOHN HENRY COOLEY JR , and any and all derivatives and variations in the spelling of said name.) Debtor Social Security Account Number: 211-46-3195	<b>Creditor:</b> In care of: Post Office Box 145 Erie 16512 Pennsylvania Republic John Henry Cooley Jr.
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This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into this Eighteenth Day of the Eleventh Month in the Year of Our Lord One Thousand Nine Hundred and Seventy-Six Between juristic person, JOHN HENRY COOLEY JR., and any and all derivatives and variations in the spelling of said name except "John Henry Cooley Jr.," hereinafter jointly and severally "Debtor," and the living, breathing, flesh-and-blood man, known by the distinctive appellation John Henry Cooley, hereinafter "Creditor."

For valuable consideration Debtor hereby expressly agrees and covenants, without benefit of discussion, and without divison, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgements, demands, liabilities, losses, depositions, summonses, lawsuits, cost, fines, liens, levies, penalties, damages, interest and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, Debtor for any reason, purpose, and cause whatsoever. Debtor does hereby and herewith expressly covenant and agree that Creditor shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor surety, for Debtor.

**Words Defined; Glossary of Terms:** As used in this Hold-harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows, non obstante:

**Appellation.** In this Hold-harmless and Indemnity Agreement the term "appellation" means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man.

**Conduit.** In this Hold-harmless Indemnity Agreement the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name "JOHN HENRY COOLEY JR." also known by any and all derivatives and variations in the spelling of said name of Debtor except "John Henry Cooley Jr.."

**Creditor.** In this Hold-harmless and Indemnity Agreement the term "Creditor" means John Henry Cooley Jr.

**Debtor.** In this Hold-harmless and Indemnity Agreement the term "Debtor" means JOHN HENRY COOLEY JR , also known by any and all derivatives and variations in the spelling of said name except "John Henry Cooley Jr.."

**Derivative.** In this Hold-harmless and Indemnity Agreement the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Ens legis.** In this Hold-harmless and Indemnity Agreement the term "ens legis" means a creature of the law; an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence.

**Hold-harmless and Indemnity Agreement.** In this Hold-harmless and Indemnity Agreement the term "Hold-harmless and Indemnity Agreement" means this Hold-harmless and Indemnity Agreement No. JHC-111876-HHIA as this Hold-harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder, together with all attachments exhibits, documents, endorsements, and schedules re this Hold-harmless and Indemnity Agreement attached hereto.



**JOHN HENRY COOLEY JR.** In this Hold-harmless and Indemnity Agreement the term "JOHN HENRY COOLEY JR." means JOHN HENRY COOLEY JR., and any and all derivatives and variations in the spelling of said name except "John Henry Cooley Jr.," Common Law Copyright 1976 by John Henry Cooley Jr. . All Rights Reserved.

**John Henry Cooley Jr.** . In this Hold-harmless and Indemnity Agreement the term "John Henry Cooley Jr." means the sentient, living, flesh-and-blood man identified by the distinctive appellation "John Henry Cooley Jr.." All rights reserved re use of John Henry Cooley Jr. , Autograph Common Law Copyright 1976 by John Henry Cooley Jr. .

**Juristic person.** In this Hold-harmless and Indemnity Agreement the term "juristic person" means an abstract, legal entity ens legis, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. JOHN HENRY COOLEY JR. , which, on the basis of legal reasoning, is treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

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"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways men in carrying on their affairs through what is now the familiar device of the corporation.----Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in Law are to be narrowly watched." Cardozo J. in Berkey v. Third Avenue R. Co., 244 N.Y.84,94. "But all instruments of thought should be narrowly watched lest they be abused and fall in their service to reason." See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

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**Living, breathing, flesh-and-blood man.** In this Hold-harmless and Indemnity Agreement the term "living, breathing, flesh-and-blood man" means the Creditor, John Henry Cooley Jr., a sentient, living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person, created by construct of law.

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"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338(1796) 2 S.E. 70.

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**Non obstante.** In this Hold-harmless and Indemnity Agreement the term "non obstante" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

**Sentient, Living being.** In this Hold-harmless and Indemnity Agreement the term "sentient, living being" means the Creditor, i.e. John Henry Cooley Jr. , a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association, and the like

**Transmitting Utility.** In this Hold-harmless and Indemnity Agreement the term "transmitting utility" means a conduit, e.g. the Debtor, i.e. JOHN HENRY COOLEY JR.

**UCC.** In this Hold-harmless and Indemnity Agreement the term "UCC" means Uniform Commercial Code.

This Hold-harmless and Indemnity Agreement No. JHC-111876-HHIA is dated: the Eighteenth Day of the Eleventh Month in the Year of Our Lord One Thousand Nine Hundred and Seventy-Six

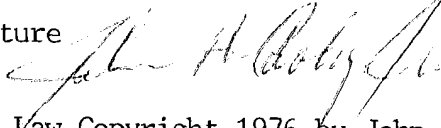
Debtor: JOHN HENRY COOLEY JR.

JOHN HENRY COOLEY JR.

Debtor's Signature

Creditor accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401(b)

Creditor's Signature

A handwritten signature in dark ink, appearing to read "John H. Cooley Jr.", written over the printed text "Creditor's Signature".

Autograph Common Law Copyright 1976 by John Henry Cooley Jr..All Rights reserved.



**COPY CERTIFICATION BY DOCUMENT CUSTODIAN**

State of Pennsylvania } ss.  
 County of Erie

I, Dorothy Jean Cooley  
Name of Custodian of Original Document

hereby swear (or affirm) that the attached reproduction of

Financing Statement  
Title or Description of Original Document

is a true, correct and complete photocopy of a document in my possession.

Dorothy J. Cooley  
Signature of Custodian of Original Document

1978 Prospect Ave Erie PA 16512  
Address

Subscribed and sworn (or affirmed) to before me on this

5th day of October, 2005  
Day Month Year

Jynba A. Schelinski  
Signature of Notary Public

Place Notary Seal Above

NOTARIAL SEAL  
 LYNDIA A. SCHELINSKI, NOTARY PUBLIC  
 ERIE, ERIE COUNTY, PENNSYLVANIA  
 MY COMMISSION EXPIRES OCT. 27, 2005

Additional Information

**OPTIONAL**

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Further Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Serial No.: \_\_\_\_\_ No. of Pages: \_\_\_\_\_

Signer(s) or Issuing Agency: \_\_\_\_\_

**RIGHT THUMBPRINT  
 OF CUSTODIAN**

Top of thumb here

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dorothy Cooley  
1978 Prospect Ave.  
Erie, Pennsylvania 16510

2005-2117767-78.01

Kentucky Secretary of State  
File Date 9/19/2005 4:30:00 PM  
Status Active  
Fee: \$10.00

FICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME

COOLEY

FIRST NAME

JOHN

MIDDLE NAME

HENRY

SUFFIX

JR

1c. MAILING ADDRESS

P.O. Box 145

CITY

Erie

STATE

PA

POSTAL CODE

16512

COUNTRY

US

1d. TAX ID #: SSN OR EIN

211-46-3195

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

☐ NONE2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

Cooley

John

Henry

Jr

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

In care of: PostOfficeBox 145

Erie

PA

Near[16512]

USA

4. This FINANCING STATEMENT covers the following collateral:

All of debtor's assets, land, and personal property, and all of debtor's interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, described fully in Security Agreement No. JHC-111876-SA dated the Eleventh Day of the Eighteenth Month in the Year of Our Lord One Thousand Nine Hundred and Seventy-six. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transaction, identified in the security agreement referenced above. Adjustment of this filing is in accord with UCC §§ 1-103, 1-104, and House Joint Resolution 192 of June 5, 1933. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOL ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING  
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2  
8. OPTIONAL FILER REFERENCE DATA

## INFORMATION REQUEST

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT [optional]	FILING OFFICE ACCT #
B. RETURN TO (Name and Address)	
Dorothy Cooley 1978 Prospect Ave. Erie, Pennsylvania 16510	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR NAME to be searched - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	COOLEY	JOHN	HENRY	JR

2. INFORMATION OPTIONS relating to UCC filings and other notices on file in the filing office that include as a Debtor name the name identified in item 1

2a. SEARCH RESPONSE ☒ CERTIFIED (Optional)Select one of the following two options: ☐ ALL (Check this box to request a response that is complete, including filings that have lapsed.) ☒ UNLAPSED2b. COPY REQUEST ☒ CERTIFIED (Optional)Select one of the following two options: ☐ ALL ☒ UNLAPSED2c. SPECIFIED COPIES ONLY ☐ CERTIFIED (Optional)

Record Number	Date Record Filed (if required)	Type of Record and Additional Identifying Information (if required)

3. ADDITIONAL SERVICES:

4. DELIVERY INSTRUCTIONS (request will be completed and mailed to the address shown in item B unless otherwise instructed here)

4a. ☐ Pick Up4b. ☒ Other Please return in the enclosed Self Addressed Stamped Envelope.

Specify desired method here (if available from this office; provide delivery information to: debtor, creditor's name, address, account # with delivery service, addressee's phone, etc.)

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

COOLEY

JOHN

HENRY, JR

**10. MISCELLANEOUS:**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

**11c. MAILING ADDRESS**

CITY

STATE

POSTAL CODE

COUNTRY

**11d. TAX ID #: SSN OR EIN**ADD'L INFO RE  
ORGANIZATION  
DEBTOR**11e. TYPE OF ORGANIZATION****11f. JURISDICTION OF ORGANIZATION****11g. ORGANIZATIONAL ID #, if any**

NONE

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

**12c. MAILING ADDRESS**

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.**14. Description of real estate:****16. Additional collateral description:**15. Name and address of a RECORD OWNER of above-described real estate  
(If Debtor does not have a record interest):**17. Check only if applicable and check only one box.**Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's estate**18. Check only if applicable and check only one box.**☒ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years